

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER  
W81EYN33638749

PAGE 1 OF 46

2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912PL-04-T-0009		6. SOLICITATION ISSUE DATE 20-Jan-2004					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME OLGA L JIMENEZ				b. TELEPHONE NUMBER (No Collect Calls) 213/452-3238		8. OFFER DUE DATE/LOCAL TIME 04:30 PM 30 Jan 2004					
9. ISSUED BY CONTRACTING DIVISION P.O. BOX 532711 LOS ANGELES CA 90053-2325		CODE W912PL		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 8713 SIZE STANDARD:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS				
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  CODE									
17a. CONTRACTOR/ OFFEROR  TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY  CODE									
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM											
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		<b>SEE SCHEDULE</b>											
25. ACCOUNTING AND APPROPRIATION DATA										26. TOTAL AWARD AMOUNT			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED													
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED													
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				31c. DATE SIGNED					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:								
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR					
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
								42a. RECEIVED BY (Print)					
								42b. RECEIVED AT (Location)					
								42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS			

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)  
Prescribed by GSA  
FAR (48 CFR) 53.212

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MOBILIZATION AND DEMOBILIZATION FFP	1	Lump Sum		
PURCHASE REQUEST NUMBER: W81EYN33638749					

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	VIBRATORY CORING FFP	46	Each		
PURCHASE REQUEST NUMBER: W81EYN33638749					

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	MCPT TESTING FFP	14	Each		
PURCHASE REQUEST NUMBER: W81EYN33638749					

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	SAMPLE DELIVERY FFP PURCHASE REQUEST NUMBER: W81EYN33638749	1	Lump Sum		

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	STANDBY TIME FFP PURCHASE REQUEST NUMBER: W81EYN33638749	5	Hours		

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	WEATHER DAY FFP PURCHASE REQUEST NUMBER: W81EYN33638749	1	Days		

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 NET AMT

### SCOPE OF WORK

1. Location: Offshore of Imperial Beach, San Diego County, California.
2. Item: Vibratory Coring and Mini-CPT Investigations, and Report
3. Authorization:

3.1. The Water Resources Development Act of 2000.

#### 4. Definitions:

4.1. COAST GUARD. The "Coast Guard" is defined as the U.S. Coast Guard, 11th District, San Diego.

4.2. CONTRACTING OFFICER. The "Contracting Officer" is defined as the Los Angeles District Contracting Officer.

4.3. LOS ANGELES DISTRICT. The "Los Angeles District" is defined as the U.S. Army Corps of Engineers, Los Angeles District.

4.4. BORROW AREA "A". "BORROW AREA A" is defined as the area located approximately 2 km (1.2 miles) north-northwest of the Imperial Beach pier. Borrow Area "A" is approximately 1.5 km (0.9 miles) in width and 2.0 km (1.25 miles) in length.

4.5. BORROW AREA "B". "BORROW AREA B" is defined as the area located approximately 4.5 km (2.8 miles) south-southwest of the Imperial Beach pier. Borrow Area "B" is approximately 1.5 km (0.9 miles) in width and 2.0 km (1.25 miles) in length.

4.5. MINI-CONE PENETRATION TEST (MCPT). The "MCPT" system shall consist of a stand alone unit that can rest on the seafloor during operation of a miniature cone.

4.6. PROJECT GEOLOGIST. The "Project Geologist" is defined as the U.S. Army Corps of Engineers engineering geology representative.

4.7. PROJECT ENGINEER. The "Project Engineer" is defined as the U.S. Army Corps of Engineers geotechnical engineering representative.

#### 5. Qualifications of the Contractor:

5.1. The Contractor's professional employees shall have demonstrated expertise in their field of study and adhere to the highest research standards and ethics of the profession. The Contractor shall provide or obtain professional and qualified personnel capable of performing the services required.

5.2. The Contractor shall furnish the labor, facilities, equipment, and materials to perform the work described under this Scope of Work. The Contractor shall perform the services in accordance with this Scope of Work. Any modifications in equipment and methodology from those outlined in this contract, shall be approved by the Contracting Officer. The Contractor shall comply with all pertinent provisions of the *Safety and Health Requirements Manual* (USACE, 1996).

#### 6. Equipment Required:



6.1. Sampling Vessel. The Contractor shall furnish a surface vessel or ship for the vibracore drilling and MCPT testing which is seaworthy, fully staffed for the work to be performed, and capable of working in swells up to 1.5 m (5 feet). The ship must be of sufficient size with a large enough rear deck to allow the 20-foot vibracore to be assembled; the core liner removed in one piece and room for a crane to place the vibracore into the ocean. An A-frame and winch system will not be used to deploy the vibracore. The Master/Captain of the ship shall be certified by the U.S. Coast Guard to operate a ship of that size. The ship shall be fully equipped with all necessary navigation, safety, and lifesaving devices, including life rafts, as per Coast Guard requirements. Four point anchors are required unless the operator of the vessel can hold the vessel steady in-place by live anchoring for the required sampling. A four-point anchorage system shall be available for the duration of the project to be used if needed.

6.2. Vibratory Corer. The sediment samples for all vibracore sampling areas shall be collected using an Alpine model 270/271 vibratory corer or equivalent. The vibratory corer may be either electric, hydraulic or air powered. The vibracore must be mounted on three or four legs and be capable of obtaining a 6 meter (20 foot) core, with a minimum 3-1/2 inch inside diameter. The use of 5-foot and/or 10-foot portable vibracores with or without three or four-legged support will not be permitted on the job. A new, non-contaminating core liner made of Cellulose Acetate Butyrate or Lexan shall be used for each hole. Only straight core barrels will be used and any bent core barrels shall be removed from the job. A penetration-recording device shall be used on each hole to determine the rate of penetration. The vibratory coring will not be attempted unless the penetration-recording device is in correct working order.

6.3. MCPT Device. The offshore "MCPT" system shall consist of a stand alone unit that can rest on the seafloor, at depths of -12 m (-36 feet) to -19 m (-58 feet) MLLW, during operation of a miniature cone. The device must be capable of performing the technical measurements outlined in 8.4.4 and 8.4.5 below.

## 7. Description of Work and Services:

7.1. The Contractor shall conduct and provide all required and necessary equipment for field investigations to determine the physical characteristics of marine sediments. The general project areas are shown on Plate 1.

7.2. The Contractor shall perform the following work and services:

7.2.1. Vibratory Coring investigations and sample collection within Borrow Areas "A" and "B".

7.2.2. MCPT investigations to determine sediment characteristics within Borrow Areas "A" and "B".

7.2.3. Submit a Final field Report.

## 8. Specific Services Required:

### 8.1. General.

8.1.1. Duration. The Contractor shall work at sea performing field investigations (MCPT and vibratory coring) for an estimated maximum of nine (9), consecutive, twelve (12) hour days. It is anticipated that the vibratory core portion of the work will be completed after seven (7) working days. The MCPT portion of the work will follow completion of the vibratory core portion of the work, and will be completed after two (2) working days. The MCPT and vibratory core work shall not be run concurrently. Results of the vibratory core program will be used to plan the MCPT program.

8.1.3. Safety Meetings. The Contractor's superintendent and the master/captain of the vessel shall both take an active role in enforcing the safety requirements by participation in daily safety meetings, hazard analysis, walk-through inspections and correction of violations. Safety meetings shall be held each morning prior to the vibracore operations. The Contractor shall adhere to all of the pertinent requirements of the Corps of Engineers Safety Manual, and those of OSHA, CAL OSHA, EPA and the U. S. Coast Guard.

8.1.4. Access. The Contractor shall provide transport to and from the shore and access to the sampling vessel for the duration of fieldwork for at least three (3) representatives of the U.S. Army Corps of Engineers who may be present during sampling.

8.1.5. Environmental Protection. Should the Contractor lose, dump, throw overboard, sink or misplace material, plant, machinery appliance, or cause pollution of the waters, the Contractor shall give immediate notice to the Contracting Officer and, if required shall boom, buoy or otherwise mark the location of the incident until the obstruction or pollution problem is removed. Should the Contractor refuse, neglect or delay compliance with these requirements, the necessary removal and cleanup may be deducted from the monies due or to become due to the Contractor.

### 8.1.6. Navigation and Positioning.

8.1.6.1. A Differential Global Positioning System (DGPS) with an accuracy of three (3) meters or better shall be used to locate and record actual sample locations.

8.1.6.2. The actual location shall be recorded when the equipment reaches the seafloor. The locations shall be recorded in both Geographic coordinates (NAD 83) and State Plane Coordinates (CA Zone VI, NAD 83).

8.1.6.3. Actual sample locations shall be within five (5) meters of the desired location. If the actual location is more than five (5) meters from the desired location, the

Project Engineer shall be notified immediately to determine whether or not the sampling equipment will require repositioning.

8.1.6.4. The Contractor shall maintain records during the field work to confirm the accuracy of the dGPS. The dGPS shall be checked against a known location at least twice a day, prior to leaving or underway from the dock at the beginning of the day and upon return at the end of the day. The procedures used and measurements shall be included in the final report.

8.1.7. Seafloor Elevation Determination. Depth of water measurements shall be taken prior to each sampling event and the sea floor elevation determined using NOAA predicted tide levels. A fathometer, lead-line, or other approved method shall be used to ensure the accuracy of the vertical control to within 0.3 meters (referenced to Mean Lower Low Water, MLLW).

8.1.8. Field Log. The Contractor shall maintain a daily field activity log listing the beginning and ending time for every and all phases of operation, the names and responsibilities of all field personnel present, and description and length of any delays. A copy of the field log shall be included in the final report.

8.1.9. Photographs. Digital photographs of the recovered core shall be taken by the Contractor as described in 8.2.3 below. Photos of the vessel, vibracore, and MCPT equipment in operation during the sampling process shall also be taken. Copies of these photos shall be included in the final report.

8.1.9. Units of Measurement. Metric units shall be used for all measurements and calculations related to this Scope of Work.

8.1.10. U.S. Coast Guard Coordination. The Contractor shall notify and coordinate with the U.S. Coast Guard two (2) weeks prior to beginning the offshore sampling program. The USCG point of contact is: Rich Dan, Operations Center, USCG, San Diego, California. The phone number is: 619-683-6471.

## 8.2. Vibratory Coring Investigations.

8.2.1. The Contractor shall conduct vibratory coring investigations to collect subsurface sediment samples and data at up to approximately twenty-one (21) locations within Borrow Area "A", and approximately twenty-five (25) locations within Borrow Area "B". The locations are shown on Plate 1 and the coordinates and approximate mudline elevations are shown in Table 1. The prefix for all Borrow Site "A" vibratory coring locations shall be "VCIBA04-##", and those for Borrow Site "B" vibratory coring locations shall be "VCIBB04-##".

8.2.2. Sediment samples shall be collected using a vibratory corer to a depth of 6.0 meters (20 feet) below the seafloor or to the depth of refusal at each sampling location. The rate of penetration of the vibratory corer shall be measured and recorded. The depth of refusal is defined as the depth at which the average rate of penetration is less than 0.03 meters per minute for a two (2) minute period. At sites where the depth of refusal is reached prior to 4.6 meters (15 feet), the Corps Representative may decide whether another attempt shall be made to

reach the target sample depth. If 4.6 meters (15 feet) of penetration cannot be reached after two (2) attempts, the longest of the cores shall be retained for sampling. When the vibracore meets refusal or 6 meters, the core sampler shall be brought on board the vessel and the liner split open and placed into a suitable V-trough for inspection, sampling, logging, and photographing. The sample shall be placed on a table furnished by the Contractor that is located on the deck away from the vibracore operations. The Contractor will digitally photograph the core. The Corps Representative will log all of the holes and take the necessary physical samples assisted by the Contractor. The chemical samples shall be taken by the Contractor, who shall be trained and experienced in chemical sampling. After the logging and sampling are completed, the excess sediment may be washed back into the sea. The used plastic liners will be kept aboard the ship and disposed of by the Contractor on land. No plastic material or other trash will be thrown overboard during this operation. Upon completion of each hole, the designated Corps Representative shall indicate the location of the next hole by target coordinates.

8.2.3. Photographs. Digital photographs shall be taken by the Contractor to illustrate grain size, bedding, or similar physical characteristics of the core. Such photos shall display a 6 meter (20-foot) tape for scale adjacent to the core, as well as a placard showing hole number, date, and top of hole indicator arrow. The entire length of recovered core shall be photographed in 1 meter maximum increments.

8.2.4. Chemical Samples. Two (2) samples for chemical analysis will be composited from Borrow Area "A" and two (2) samples will be composited from Borrow Area "B", for a total of four (4) samples. Five holes will be selected from each Borrow Area. The upper portions of each of these holes will be composited into one sample and the lower portions will be composited into a second sample. The location of the sample break in each hole will be determined on-site by the Project Geologist. The samples taken for chemical testing shall be placed in labeled non-contaminating containers furnished by the testing laboratory and stored immediately at 4 degrees Celsius until delivered to the laboratory and testing has begun. The containers shall be completely filled by the sample to minimize air bubbles being trapped in the container. The sample containers shall be sealed to prevent any moisture loss and/or possible contamination. Methodologies described in "Procedures for Handling and Chemical Analysis of Sediment and Water Samples" (Plumb, 1991) shall be followed. All equipment to be used for chemical sampling (including stainless steel bowls, spoons, de-ionized water, decontamination equipment, etc.), and delivery of the samples shall be furnished by the Contractor. A cooler for sample storage and shipment shall be supplied by the testing laboratory.

8.2.5. Sediment samples. The samples taken for physical testing shall be placed in 6-inch by 6-inch sealable plastic bags furnished by the Contractor. There will be approximately 200 physical samples taken for physical testing.

8.2.6. Delivery of the Chemical and Physical Testing Samples. The Contractor shall deliver at his/her expense all of the physical samples to the Corps of Engineers District Soils Laboratory at 645 North Durfee Road, El Monte, California 91733, and the chemical samples to the U. S. Navy Regional Environmental Laboratory, Public Works Center C-910, Naval Air Station North Island Bldg M-9, San Diego, California 92135. Formal chain-of-custody procedures shall be followed and documented.

### 8.3. MCPT Investigations.

8.3.1. The Contractor shall conduct MCPT investigations to collect subsurface sediment data at approximately seven (7) locations within Borrow Area "A", and approximately seven (7) locations within Borrow Area "B". The locations will be selected by the Project Engineer on-site after review of the vibratory core results. The prefix for all Borrow Area "A" MCPT locations shall be "CPIBA03-##", and those for Borrow Area "B" MCPT locations shall be "CPIBB04-##".

8.3.2. The depth of MCPT investigation shall be 6.0 meters (20 feet) below the seafloor or to the depth of refusal at each sampling location.

8.3.3. The MCPT investigation shall commence as soon as practical following completion of the vibratory core program.

8.4. Final Report. The Contractor shall submit four (4) hard copies and four (4) electronic copies of the Final Report. Electronic copies shall be submitted on PC compatible 3½ computer disks or CDs in a standard format. In general, documents should be in a MS word, spreadsheets in MS Excel, and drawings in MicroStation compatible formats. The Final Report shall contain the following items:

8.4.1. Sample Location Tables. The tables shall include the seafloor elevation, bottom elevation reached, coordinates, date, and time. The length of the core recovered for vibratory core samples shall also be included.

8.4.2. Final Map. The Contractor shall submit a map or plan which shows the location of each vibracore hole and MCPT site at the conclusion of the job. The mudline elevation, penetration depth, bottom of penetration elevation and actual coordinates of each sample location shall be documented and included in the final map. The elevations and depths shall be referenced to the Mean Lower Low Water datum for all of the holes.

8.4.3. Penetration Rate Records. A summary table of the penetration rate records for each vibratory core hole shall be provided to the Corps as an EXCEL spreadsheet. The rate of penetration shall be presented in units of minutes per meter for 0.3 meter intervals.

8.4.4. MCPT Measured Data. Plots and data files of measured tip resistance, sleeve friction, and friction ratio with depth.

8.4.5. MCPT Interpreted Data. Plots and data files of interpreted SPT N(60), unit weight, relative density, strength (shear and cohesion), and soil classification with depth. Also included shall be a description of methods used to interpret MCPT data, including limitations and assumptions.

8.4.6. Photographs. Photos as outlined in 7.1.8. above shall be provided in the Final Report with captions describing the subject and date. The pictures shall also be provided to the Corps in electronic format (JPEG or other standard format).

8.4.7. Daily Logs. See 8.18 above.

8.4.8. DGPS Procedures and Measurements. See 8.1.6.4 above.

9. Measurement and Payment: The Contractor shall perform work and services in the time allowed as follows:

9.1. Mobilization and Demobilization. Payment will be made at the applicable contract price, which payment shall include all costs for supplying, installation, removal of the vibratory corer and all necessary tools and equipment, moving the vessel mounted with a crane to and from San Diego Harbor, and all personnel and equipment required to perform the work specified. Mobilization (60% of the payment item) shall include transportation of all equipment and personnel to the first sampling site, ready to core. Demobilization (40% of the payment item) shall include delivery of a final report as specified in 8.4 above.

9.2. Vibratory Coring. Payment will be made at the applicable contract price, which payment shall include all costs for the daily rental and operation of the corer, the vessel and all accessory equipment, including material and supplies for the chemical sampling, digital photography, penetration rate recorder, and personnel while coring operations are in progress. This payment item will also cover all costs of the movement of the ship between test holes. Measurement shall be on a per-hole basis. In cases where two (2) holes are cored at the same site due to early refusal of the first attempt and subsequent second attempt (at the Corps Representative's direction) both holes shall be paid separately.

9.3. MCPT Testing. Payment will be made at the applicable contract price, which payment shall include all costs for the daily rental and operation of the MCPT device, the vessel and all accessory equipment, including material and supplies for the chemical sampling, digital photography, and personnel while MCPT operations are in progress. This payment item will also cover all costs of the movement of the ship between test sites. Measurement shall be on a per-site basis.

9.4. Delivery of Chemical and Physical Samples. Payment will be made at the applicable contract price, which payment shall include all costs for the handling, storage and delivery of the physical samples to the Corps of Engineers Soils Laboratory at El Monte, California, and the chemical samples to the U. S. Navy Regional Environmental Laboratory at San Diego, California.

9.5. Standby Time. Payment will be made at an hourly rate for time delays resulting from suspension of activities at the direction of COE personnel, e.g. for logging or packaging samples. Delays while at sea resulting from adverse weather or sea conditions (small craft warnings) will be made at the hourly rate (not to exceed 2 hours per day). Down time (stoppage of work) due to mechanical breakdowns in the Contractor's equipment, or other delays that are a result of the Contractor's operational procedure shall not be paid.

9.6. "Weather Day". Payment will be made at the applicable contract price, which payment shall include all costs for the ship and all personnel on stand-by for foul weather. Measurement shall be made on a daily basis (not to exceed one day). Foul weather is defined as high winds equal to "Small Craft Warning", heavy rain or high seas exceeding 1.7 meters (5 feet) in height.

10. Items to be Furnished by the Government.

10.1. The Government shall make available to the Contractor relevant information from related studies, reports, manuals, and other pertinent available data in its files which may contribute to the Report.

10.2. A Corps of Engineers geologist or engineer shall be on site at all times to direct the work, log the holes, recover the samples (with the assistance of the Contractor's work crew), and package the samples for shipment.

11. Deviation from the Scope of Work. The Contractor is advised not to perform any extra services under this contract requested by any other person within or external to the Los Angeles District, orally or in writing, which the Contractor considers to be a change in work or services required which necessitates an adjustment in the contract fee, until the Contractor has been requested by the Contracting Officer to: (1) review a supplemental Scope of Work; (2) make a written proposal covering such extra services; and (3) has negotiated a mutually satisfactory fee and received a notice to proceed in writing from the Contracting Officer.

12. Other Requirements.

12.1. Subcontractors. The Contractor shall not enter into any subcontracts without prior written approval of the Contracting Officer.

12.2. Responsibility for Field Work. The Contractor shall be responsible for all damages to persons and property that occur as a result of the Contractor's fault or negligence in connection with field work and shall save and hold the Government free from all claims and suits arising from such damages.

12.3. Release of Data. All data, reports, and materials obtained as a result of this contract are the property of the Government and shall not be released by the Contractor, subcontractors, or employees on temporary duty, without written approval of the Contracting Officer.

12.4. CCR Requirement. Bidder should be registered in "CCR", the "Central Contractor's Register" of the Dept. of Defense. For the winning bid to be accepted, the bidder must be registered in CCR. Bidders already registered are reminded that their registry expires annually. Go to the website at <http://www.ccr.dlis.dla.mil> and follow instructions to register or

re-register. Call the US Army Corps of Engineers Procurement Branch at 213-452-3237, or – 3246 if more information is needed on how to register.

13. Technical Points of Contact. The Point of Contact for mCPT technical issues is:

Project Engineer, U.S. Army Corps of Engineers, Los Angeles District:  
Mr. Gregory Dombrosky, Geotechnical Branch, at (213) 452-3592.

The Point of Contact for vibratory core technical issues is:

Project Geologist, U.S. Army Corps of Engineers, Los Angeles District:  
Mr. Ken Raabe, Geotechnical Branch, at (213) 452-3596.

14. References.

14.1. USACE, 1996. *Safety and Health Requirements Manual*, EM-385-1-1, US Army Corps of Engineers, 03 September 1996.

14.2. Plumb, R.H., Jr., 1981. *Procedure for Handling and Chemical Analysis of Sediment and Water Samples*, Technical Report EPA/CE-81. Prepared by Great Lakes Laboratory, State University College at Buffalo, N.Y. for the USEPA/USACE Technical Committee on Criteria for Dredged and Fill Material. Published by U.S. Army, Engineer Research and Development Center (Waterways Experiment Station), Vicksburg, MS.



Table 1. Borrow Area "A": Sample Location Coordinates and Estimated Depths.

Coordinates (CA Zone 6,NAD 83)			
Hole No.	Estimated Mudline Elev. (m, MLLW)	Northing (m)	Easting (m)
VCIBA04-01	-13.9	N 549,583	E 1,915,554
VCIBA04-02	-13.0	N 549,562	E 1,915,860
VCIBA04-03	-12.1	N 549,562	E 1,916,165
VCIBA04-04	-15.0	N 549,300	E 1,914,942
VCIBA04-05	-14.6	N 549,325	E 1,915,256
VCIBA04-06	-13.0	N 549,292	E 1,915,860
VCIBA04-07	-15.5	N 548,892	E 1,914,645
VCIBA04-08	-14.6	N 549,050	E 1,915,008
VCIBA04-09	-11.9	N 549,025	E 1,916,182
VCIBA04-10	-14.9	N 548,842	E 1,915,017
VCIBA04-11	-14.5	N 548,875	E 1,915,364
VCIBA04-12	-13.0	N 549,025	E 1,915,860
VCIBA04-13	-15.2	N 548,675	E 1,914,843
VCIBA04-14	-14.5	N 548,667	E 1,915,265
VCIBA04-15	-13.2	N 548,725	E 1,915,860
VCIBA04-16	-12.0	N 548,725	E 1,916,182
VCIBA04-17	-15.4	N 548,417	E 1,914,620
VCIBA04-18	-14.9	N 548,417	E 1,914,959
VCIBA04-19	-14.5	N 548,417	E 1,915,306
VCIBA04-20	-14.2	N 548,417	E 1,915,562

Table 2. Borrow Area “B”: Sample Location Coordinates and Estimated Depths.

Hole No.	Estimated Mudline Elev.  (m, MLLW)	Northing  (m)	Easting  (m)
VCIBB04-01	-18.0	N 542,413	E 1,914,686
VCIBB04-02	-17.8	N 542,413	E 1,914,926
VCIBB04-03	-16.4	N 542,438	E 1,915,455
VCIBB04-04	-15.0	N 542,455	E 1,916,058
VCIBB04-05	-18.0	N 542,158	E 1,914,942
VCIBB04-06	-16.9	N 542,198	E 1,915,488
VCIBB04-07	-15.4	N 542,264	E 1,916,058
VCIBB04-08	-18.7	N 541,942	E 1,914,686
VCIBB04-09	-18.2	N 541,942	E 1,914,959
VCIBB04-10	-17.0	N 541,959	E 1,915,496
VCIBB04-11	-16.4	N 542,033	E 1,915,769
VCIBB04-12	-17.1	N 541,649	E 1,915,496
VCIBB04-13	-16.3	N 541,736	E 1,915,785
VCIBB04-14	-15.4	N 541,628	E 1,916,107
VCIBB04-15	-16.7	N 541,421	E 1,915,529
VCIBB04-16	-16.2	N 541,438	E 1,915,810
VCIBB04-17	-14.5	N 541,438	E 1,916,364
VCIBB04-18	-17.3	N 541,149	E 1,915,273
VCIBB04-19	-16.7	N 541,149	E 1,915,529

<b>VCIBB04-20</b>	-15.4	N 541,273	E 1,916,116
<b>VCIBB04-21</b>	-17.6	N 540,934	E 1,915,273
<b>VCIBB04-22</b>	-17.0	N 540,934	E 1,915,529
<b>VCIBB04-23</b>	-16.3	N 540,934	E 1,915,826
<b>VCIBB04-24</b>	-15.7	N 540,934	E 1,916,116
<b>VCIBB04-25</b>	-14.8	N 540,934	E 1,916,397

#### CLAUSES INCORPORATED BY REFERENCE

52.212-4                      Contract Terms and Conditions--Commercial Items                      OCT 2003

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.212-1    INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2003)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date,

the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of provision)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.



(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more

individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

-----  
 -----  
 -----

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

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 -----  
 -----

Country of Origin

-----  
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(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

( ) (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

(a) The Contractor shall comply with the following **Federal Acquisition Regulation (FAR)** clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_N/A(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

N/A (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

N/A (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

N/A(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_N/A(ii) Alternate I (MAR 1999) to 52.219-5.

N/A\_(iii) Alternate II to (JUNE 2003) 52.219-5.

N/A (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

N/A (ii) Alternate I (OCT 1995) of 52.219-6.

N/A (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

N/A (ii) Alternate I (OCT 1995) of 52.219-7.

N/A (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

N/A (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

N/A(ii) Alternate I (OCT 2001) of 52.219-9.

N/A(iii) Alternate II (OCT 2001) of 52.219-9.

N/A (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

N/A (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

N/A (ii) Alternate I (JUNE 2003) of 52.219-23.

N/A (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

N/A (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

N/A (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

N/A (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

XX (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX(17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX(18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX(19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_N/A(20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_N/A(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_N/A(21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_XX(22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

XX (ii) Alternate I (MAY 2002) of 52.225-3.

XX (iii) Alternate II (MAY 2002) of 52.225-3.

N/A (23) 52.225-5, Trade Agreements (OCT 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

\_N/A(25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_XX (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_N/A (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_N/A(28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_N/A (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_N/A (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_N/A (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_N/A (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_N/A (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_N/A (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\_XX(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

\_XX(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_N/A (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_XX (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_XX (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business



concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.0215-5000 DIRECTIONS FOR SUBMITTING OFFERS (MAR 2002)

Envelopes/packages containing offers must be sealed, marked and addressed as follows:

##### MARK ENVELOPES/PACKAGES:

Solicitation No. W912PL-04-T-0009  
Closing Date: 30 JAN 2004  
Closing Time: 4:30 PM

##### ADDRESS ENVELOPES/PACKAGES TO:

Department of the Army  
U. S. Army Engineer District, Los Angeles  
ATTN: Contracting Division  
C/O: OLGA JIMENEZ  
P. O. Box 532711  
Los Angeles, CA 90053-2325

##### SPECIAL INSTRUCTIONS PERTAINING TO HAND-CARRIED OFFERS:

Hand-carried offers must be delivered to: 915 Wilshire Blvd., Public Affairs Office (PAO), Suite 980, Los Angeles, CA 90017.

Due to security precautions, all Corps of Engineers visitors are now required to check in at the Public Affairs Office (PAO), Suite 980, Wilshire Blvd, Los Angeles, CA at which time they will be escorted within the building. Offerors are no longer permitted to hand-carry their offers directly to Contracting Division. **Offers may NOT be either turned-in or left unattended at the Public Affairs Office (PAO), Suite 980.**

The Contract Specialist will be in the Public Affairs Office (PAO), Suite 980, 30 minutes prior to the scheduled closing time/date for receipt of proposals.

Offerors who wish to hand-deliver their offers at an earlier date and time must notify the Contract Specialist in advance in order to arrange to be met at the Public Affairs Office, Suite 980 by Contracting Personnel. In the event the Contract Specialist cannot be reached, please call the main Contracting Division telephone number, 213.452.3231, in order to request assistance.

In order to expedite visitor processing, offerors must complete the information requested on the Notice of Visitor(s) Form that is attached at the end of this clause. The completed form must then be faxed to the Contract Specialist 24 hours prior to the date for receipt of proposals. In addition, no more than 2 visitors per firm will be permitted within the building. No exceptions will be made. Please ensure that all courier and delivery personnel are aware of these special procedures pertaining to hand carried offers.

## NOTICE OF VISITOR(S)

<b>1. Date(s) of Visit (<i>Inclusive</i>)</b>		<b>2. Arrival Time</b>	
<b>3. Name of Visitor(s) (<i>Last, First</i>)</b>		<b>4. Agency/Company of Visitor</b>	
<b>5. Name of Person Being Visited (<i>Include Div, Br, Sec</i>)</b>	<b>6. Suite Number</b>	<b>7. Telephone Number</b>	
<b>8. Contact Person (<i>if other than Person Being Visited</i>)</b>		<b>9. Telephone Number</b>	
<b>10. Other Comments or Instructions</b>			

- All visitors must report to the Public Affairs Office, Suite 980
- Visitors must use the Visitor Tag provided.
- Visitors must be escorted to Corps of Engineers floors
- Parking validation is only available for Engineering Division, Construction-Operations, and Information Management field personnel.
- Delivery personnel will be validated for 30 minutes only.

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[<http://www.arnet.gov/far>  
<http://farsite.hill.af.mil>]

(End of provision)

#### WAGE RATES

#### **WAGE DETERMINATION NO: 94-2058 REV (29) AREA: CA,SAN DIEGO**

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WAGE DETERMINATION NO: 94-2058 REV (29) AREA: CA,SAN <b>DIEGO</b>	
REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
***FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL***	
	WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2058
Director	Wage Determinations	Revision No.: 29
		Date Of Last Revision: 09/04/2003

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State: **California**

Area: **California** Counties of Imperial, **San Diego**

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	

01011 - Accounting Clerk I  
10.92  
01012 - Accounting Clerk II  
11.91  
01013 - Accounting Clerk III  
13.91  
01014 - Accounting Clerk IV  
17.29  
01030 - Court Reporter  
15.77  
01050 - Dispatcher, Motor Vehicle  
15.77  
01060 - Document Preparation Clerk  
11.70  
01070 - Messenger (Courier)  
10.86  
01090 - Duplicating Machine Operator  
11.70  
01110 - Film/Tape Librarian  
13.40  
01115 - General Clerk I  
8.32  
01116 - General Clerk II  
9.34  
01117 - General Clerk III  
11.70  
01118 - General Clerk IV  
13.40  
01120 - Housing Referral Assistant  
18.99  
01131 - Key Entry Operator I  
10.96  
01132 - Key Entry Operator II  
12.43  
01191 - Order Clerk I  
11.38  
01192 - Order Clerk II  
14.19  
01261 - Personnel Assistant (Employment) I  
13.39  
01262 - Personnel Assistant (Employment) II  
15.60  
01263 - Personnel Assistant (Employment) III  
18.79  
01264 - Personnel Assistant (Employment) IV  
21.98  
01270 - Production Control Clerk  
16.88  
01290 - Rental Clerk  
13.10  
01300 - Scheduler, Maintenance  
13.40  
01311 - Secretary I  
13.40  
01312 - Secretary II  
15.77  
01313 - Secretary III  
18.99  
01314 - Secretary IV  
21.47

01315 - Secretary V  
25.37  
01320 - Service Order Dispatcher  
14.48  
01341 - Stenographer I  
11.70  
01342 - Stenographer II  
13.40  
01400 - Supply Technician  
21.47  
01420 - Survey Worker (Interviewer)  
15.77  
01460 - Switchboard Operator-Receptionist  
11.79  
01510 - Test Examiner  
15.77  
01520 - Test Proctor  
15.77  
01531 - Travel Clerk I  
10.45  
01532 - Travel Clerk II  
11.43  
01533 - Travel Clerk III  
12.54  
01611 - Word Processor I  
12.67  
01612 - Word Processor II  
15.57  
01613 - Word Processor III  
18.97  
03000 - Automatic Data Processing Occupations  
03010 - Computer Data Librarian  
12.17  
03041 - Computer Operator I  
13.40  
03042 - Computer Operator II  
15.52  
03043 - Computer Operator III  
17.36  
03044 - Computer Operator IV  
20.39  
03045 - Computer Operator V  
22.57  
03071 - Computer Programmer I (1)  
19.68  
03072 - Computer Programmer II (1)  
24.39  
03073 - Computer Programmer III (1)  
27.62  
03074 - Computer Programmer IV (1)  
27.62  
03101 - Computer Systems Analyst I (1)  
27.62  
03102 - Computer Systems Analyst II (1)  
27.62  
03103 - Computer Systems Analyst III (1)  
27.62  
03160 - Peripheral Equipment Operator  
13.78  
05000 - Automotive Service Occupations

05005 - Automotive Body Repairer, Fiberglass  
20.03  
05010 - Automotive Glass Installer  
17.45  
05040 - Automotive Worker  
17.45  
05070 - Electrician, Automotive  
18.13  
05100 - Mobile Equipment Servicer  
16.06  
05130 - Motor Equipment Metal Mechanic  
18.76  
05160 - Motor Equipment Metal Worker  
17.45  
05190 - Motor Vehicle Mechanic  
18.43  
05220 - Motor Vehicle Mechanic Helper  
15.06  
05250 - Motor Vehicle Upholstery Worker  
16.81  
05280 - Motor Vehicle Wrecker  
17.45  
05310 - Painter, Automotive  
18.46  
05340 - Radiator Repair Specialist  
17.45  
05370 - Tire Repairer  
15.52  
05400 - Transmission Repair Specialist  
18.76  
07000 - Food Preparation and Service Occupations  
(not set) - Food Service Worker  
8.28  
07010 - Baker  
12.00  
07041 - Cook I  
11.04  
07042 - Cook II  
12.00  
07070 - Dishwasher  
8.28  
07130 - Meat Cutter  
14.30  
07250 - Waiter/Waitress  
8.96  
09000 - Furniture Maintenance and Repair Occupations  
09010 - Electrostatic Spray Painter  
18.13  
09040 - Furniture Handler  
13.02  
09070 - Furniture Refinisher  
18.13  
09100 - Furniture Refinisher Helper  
15.06  
09110 - Furniture Repairer, Minor  
16.81  
09130 - Upholsterer  
18.13  
11030 - General Services and Support Occupations

11030 - Cleaner, Vehicles  
9.77  
11060 - Elevator Operator  
9.11  
11090 - Gardener  
12.14  
11121 - House Keeping Aid I  
8.36  
11122 - House Keeping Aid II  
9.23  
11150 - Janitor  
9.22  
11210 - Laborer, Grounds Maintenance  
10.85  
11240 - Maid or Houseman  
8.36  
11270 - Pest Controller  
11.56  
11300 - Refuse Collector  
10.47  
11330 - Tractor Operator  
11.40  
11360 - Window Cleaner  
10.69  
12000 - Health Occupations  
12020 - Dental Assistant  
16.07  
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver  
13.50  
12071 - Licensed Practical Nurse I  
12.34  
12072 - Licensed Practical Nurse II  
13.84  
12073 - Licensed Practical Nurse III  
15.52  
12100 - Medical Assistant  
11.80  
12130 - Medical Laboratory Technician  
15.04  
12160 - Medical Record Clerk  
13.89  
12190 - Medical Record Technician  
14.58  
12221 - Nursing Assistant I  
7.83  
12222 - Nursing Assistant II  
8.86  
12223 - Nursing Assistant III  
9.60  
12224 - Nursing Assistant IV  
10.80  
12250 - Pharmacy Technician  
14.53  
12280 - Phlebotomist  
14.34  
12311 - Registered Nurse I  
23.22  
12312 - Registered Nurse II  
27.35

12313 - Registered Nurse II, Specialist  
27.35  
12314 - Registered Nurse III  
32.49  
12315 - Registered Nurse III, Anesthetist  
32.49  
12316 - Registered Nurse IV  
38.94  
13000 - Information and Arts Occupations  
13002 - Audiovisual Librarian  
19.52  
13011 - Exhibits Specialist I  
16.76  
13012 - Exhibits Specialist II  
19.53  
13013 - Exhibits Specialist III  
23.89  
13041 - Illustrator I  
17.97  
13042 - Illustrator II  
20.93  
13043 - Illustrator III  
25.61  
13047 - Librarian  
25.37  
13050 - Library Technician  
13.58  
13071 - Photographer I  
13.02  
13072 - Photographer II  
16.76  
13073 - Photographer III  
19.53  
13074 - Photographer IV  
23.89  
13075 - Photographer V  
28.91  
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations  
15010 - Assembler  
7.97  
15030 - Counter Attendant  
7.97  
15040 - Dry Cleaner  
9.93  
15070 - Finisher, Flatwork, Machine  
7.97  
15090 - Presser, Hand  
7.97  
15100 - Presser, Machine, Drycleaning  
7.97  
15130 - Presser, Machine, Shirts  
7.97  
15160 - Presser, Machine, Wearing Apparel, Laundry  
7.97  
15190 - Sewing Machine Operator  
10.57  
15220 - Tailor  
11.20  
15250 - Washer, Machine  
8.65



19000 - Machine Tool Operation and Repair Occupations  
19010 - Machine-Tool Operator (Toolroom)  
18.13  
19040 - Tool and Die Maker  
22.25  
21000 - Material Handling and Packing Occupations  
21010 - Fuel Distribution System Operator  
19.17  
21020 - Material Coordinator  
15.51  
21030 - Material Expediter  
15.51  
21040 - Material Handling Laborer  
9.82  
21050 - Order Filler  
10.93  
21071 - Forklift Operator  
13.93  
21080 - Production Line Worker (Food Processing)  
13.93  
21100 - Shipping/Receiving Clerk  
11.60  
21130 - Shipping Packer  
12.96  
21140 - Store Worker I  
9.76  
21150 - Stock Clerk (Shelf Stocker; Store Worker II)  
12.85  
21210 - Tools and Parts Attendant  
12.95  
21400 - Warehouse Specialist  
13.93  
23000 - Mechanics and Maintenance and Repair Occupations  
23010 - Aircraft Mechanic  
20.78  
23040 - Aircraft Mechanic Helper  
15.36  
23050 - Aircraft Quality Control Inspector  
21.67  
23060 - Aircraft Servicer  
17.14  
23070 - Aircraft Worker  
17.79  
23100 - Appliance Mechanic  
18.13  
23120 - Bicycle Repairer  
15.52  
23125 - Cable Splicer  
21.57  
23130 - Carpenter, Maintenance  
18.13  
23140 - Carpet Layer  
17.45  
23160 - Electrician, Maintenance  
20.26  
23181 - Electronics Technician, Maintenance I  
14.23  
23182 - Electronics Technician, Maintenance II  
20.68

23183 - Electronics Technician, Maintenance III  
24.77  
23260 - Fabric Worker  
16.81  
23290 - Fire Alarm System Mechanic  
18.76  
23310 - Fire Extinguisher Repairer  
16.12  
23340 - Fuel Distribution System Mechanic  
22.39  
23370 - General Maintenance Worker  
17.45  
23400 - Heating, Refrigeration and Air Conditioning Mechanic  
18.76  
23430 - Heavy Equipment Mechanic  
20.37  
23440 - Heavy Equipment Operator  
24.65  
23460 - Instrument Mechanic  
20.14  
23470 - Laborer  
10.95  
23500 - Locksmith  
18.13  
23530 - Machinery Maintenance Mechanic  
22.42  
23550 - Machinist, Maintenance  
18.96  
23580 - Maintenance Trades Helper  
15.06  
23640 - Millwright  
23.50  
23700 - Office Appliance Repairer  
19.34  
23740 - Painter, Aircraft  
18.46  
23760 - Painter, Maintenance  
18.13  
23790 - Pipefitter, Maintenance  
19.55  
23800 - Plumber, Maintenance  
18.89  
23820 - Pneudraulic Systems Mechanic  
20.14  
23850 - Rigger  
18.76  
23870 - Scale Mechanic  
18.33  
23890 - Sheet-Metal Worker, Maintenance  
18.76  
23910 - Small Engine Mechanic  
17.45  
23930 - Telecommunication Mechanic I  
19.76  
23931 - Telecommunication Mechanic II  
22.91  
23950 - Telephone Lineman  
19.76  
23960 - Welder, Combination, Maintenance  
18.76

23965 - Well Driller  
19.74  
23970 - Woodcraft Worker  
20.14  
23980 - Woodworker  
16.06  
24000 - Personal Needs Occupations  
24570 - Child Care Attendant  
9.60  
24580 - Child Care Center Clerk  
13.39  
24600 - Chore Aid  
9.19  
24630 - Homemaker  
16.79  
25000 - Plant and System Operation Occupations  
25010 - Boiler Tender  
22.70  
25040 - Sewage Plant Operator  
23.28  
25070 - Stationary Engineer  
22.75  
25190 - Ventilation Equipment Tender  
16.57  
25210 - Water Treatment Plant Operator  
23.28  
27000 - Protective Service Occupations  
(not set) - Police Officer  
25.70  
27004 - Alarm Monitor  
19.44  
27006 - Corrections Officer  
20.59  
27010 - Court Security Officer  
22.34  
27040 - Detention Officer  
22.34  
27070 - Firefighter  
20.71  
27101 - Guard I  
9.13  
27102 - Guard II  
17.44  
28000 - Stevedoring/Longshoremen Occupations  
28010 - Blocker and Bracer  
16.80  
28020 - Hatch Tender  
16.13  
28030 - Line Handler  
16.13  
28040 - Stevedore I  
16.24  
28050 - Stevedore II  
18.17  
29000 - Technical Occupations  
21150 - Graphic Artist  
20.28  
29010 - Air Traffic Control Specialist, Center (2)  
30.18

29011 - Air Traffic Control Specialist, Station (2)  
20.82  
29012 - Air Traffic Control Specialist, Terminal (2)  
22.93  
29023 - Archeological Technician I  
17.17  
29024 - Archeological Technician II  
19.21  
29025 - Archeological Technician III  
23.80  
29030 - Cartographic Technician  
22.77  
29035 - Computer Based Training (CBT) Specialist/ Instructor  
26.13  
29040 - Civil Engineering Technician  
22.87  
29061 - Drafter I  
13.34  
29062 - Drafter II  
14.98  
29063 - Drafter III  
19.27  
29064 - Drafter IV  
22.46  
29081 - Engineering Technician I  
14.99  
29082 - Engineering Technician II  
16.83  
29083 - Engineering Technician III  
20.26  
29084 - Engineering Technician IV  
24.68  
29085 - Engineering Technician V  
30.06  
29086 - Engineering Technician VI  
36.39  
29090 - Environmental Technician  
18.18  
29100 - Flight Simulator/Instructor (Pilot)  
30.38  
29160 - Instructor  
23.75  
29210 - Laboratory Technician  
18.27  
29240 - Mathematical Technician  
23.52  
29361 - Paralegal/Legal Assistant I  
17.86  
29362 - Paralegal/Legal Assistant II  
22.39  
29363 - Paralegal/Legal Assistant III  
27.39  
29364 - Paralegal/Legal Assistant IV  
33.13  
29390 - Photooptics Technician  
21.92  
29480 - Technical Writer  
25.76  
29491 - Unexploded Ordnance (UXO) Technician I  
19.18

29492 - Unexploded Ordnance (UXO) Technician II  
23.21  
29493 - Unexploded Ordnance (UXO) Technician III  
27.82  
29494 - Unexploded (UXO) Safety Escort  
19.18  
29495 - Unexploded (UXO) Sweep Personnel  
19.18  
29620 - Weather Observer, Senior (3)  
19.32  
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)  
17.40  
29622 - Weather Observer, Upper Air (3)  
17.40  
31000 - Transportation/ Mobile Equipment Operation Occupations  
31030 - Bus Driver  
13.49  
31260 - Parking and Lot Attendant  
8.08  
31290 - Shuttle Bus Driver  
11.47  
31300 - Taxi Driver  
9.30  
31361 - Truckdriver, Light Truck  
11.33  
31362 - Truckdriver, Medium Truck  
14.89  
31363 - Truckdriver, Heavy Truck  
15.83  
31364 - Truckdriver, Tractor-Trailer  
15.83  
99000 - Miscellaneous Occupations  
99020 - Animal Caretaker  
9.66  
99030 - Cashier  
10.94  
99041 - Carnival Equipment Operator  
11.56  
99042 - Carnival Equipment Repairer  
12.32  
99043 - Carnival Worker  
8.28  
99050 - Desk Clerk  
10.06  
99095 - Embalmer  
19.62  
99300 - Lifeguard  
10.08  
99310 - Mortician  
19.62  
99350 - Park Attendant (Aide)  
12.66  
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)  
11.63  
99500 - Recreation Specialist  
13.95  
99510 - Recycling Worker  
13.15  
99610 - Sales Clerk  
10.92

99620 - School Crossing Guard (Crosswalk Attendant)  
 8.28  
 99630 - Sport Official  
 10.08  
 99658 - Survey Party Chief (Chief of Party)  
 21.91  
 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)  
 19.92  
 99660 - Surveying Aide  
 14.31  
 99690 - Swimming Pool Operator  
 12.70  
 99720 - Vending Machine Attendant  
 11.97  
 99730 - Vending Machine Repairer  
 13.85  
 99740 - Vending Machine Repairer Helper  
 11.56

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is

entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M.

at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by

laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is



not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.